MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this ____ day of _____, 2025, by and among:

1. **The University of South Carolina Library** represented by **Dr. Michael Weisenburg**, Director of the Irvin Special Collections Department, with official address at 1322 Greene Street, Columbia, SC 29208, hereinafter referred to as Organization 1; and
2. **Likha Gallery**, represented by founder **Ms. Anne Constantino-Beck**, with business address at 429 Commerce Street, Hawthorne, NY 10532, hereinafter referred to as Organization 2.

WHEREAS, Organization 1 received and approved a proposal for an art and letters exhibit submitted by Organization 2, and now plans to hold the exhibit entitled **“Three Contemporary Miltonists”** on year 2027 on a date to be specified later, at a venue in the University of South Carolina campus; and

WHEREAS, Organization 2, being the proponent of said exhibit project, is the co-sponsor of the said exhibit;

Now, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Purpose**: The purpose of this MOU is to establish the framework for a collaborative partnership between Organization 1 and Organization 2 in the co-sponsorship of the “Three Contemporary Miltonists” exhibit.
2. **Responsibilities of Organization 1**:
   - 2.1 Securing the venue
   - 2.2 Provision of exhibit materials, i.e. specific artworks described and/or identified in the project proposal submitted by Organization 2 and received and approved by Organization 1
   - 2.3 Curation
   - 2.4 Conduct of meetings with Organization 2 to level expectations of both parties
   - 2.5 Logistics, i.e. ingress and egress
   - 2.6 In-campus publicity
   - 2.7 Invitations and Opening Program
   - 2.8 Coordinate with Organization 2 relative to the latter’s own execution of its responsibilities
3. **Responsibilities of Organization 2**:
   - 3.1 Assist Organization 1 in curation and conduct of opening program
   - 3.2 Serve as sponsor and host to featured visual artist Bienvenido Bones Banez, Jr.
   - 3.3 Provision of cocktails and hors d’oeuvres for the opening program
   - 3.4 Provision of easels and/or display table if needed
   - 3.5 Multi-media publicity and

3.6 Cooperate and coordinate with Organization 1 for successful interface of project activities

4. Financial Requirements

Both parties shall provide and manage own funds according to their respective responsibilities enumerated above.

5. Intellectual Property

5.1 Exhibit materials, i.e. artworks for display, are the property of Organization 1 and will remain so before, during, and after the exhibit.

5.2 The rights to recognition and publicity of featured artists Bienvenido Bones Banez, Jr. and Terance Lindall, and of Miltonist collector Dr. Robert J. Wickenheiser (deceased), having donated the fruits of their artistic and intellectual labors to Organization 1, thereby, making the milestone exhibit possible, will be honored by both parties.

6. Acknowledgement and Publicity

Both organizations will be acknowledged as co-sponsors in all promotional materials with respective logos placed justifiably in multimedia publicity.

7. **Term and Termination**:

This MOU shall take effect upon the date of approval by Organization 1 of the exhibit proposal submitted by Organization 2 and shall continue until the end of the exhibit period, unless terminated earlier by mutual written agreement by both parties.

8. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the United States of America.

9. Dispute Resolution

Any dispute that may arise out of or in connection with this MOU shall be resolved though amicable resolution.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

MICHAEL WEISENBURG, Ph.D.
Director
Irvin Department of Special Collections
University of South Carolina Libraries
Columbia, South Carolina

ANNE CONSTANTINO-BECK
CEO/Founder
Likha Gallery
Hawthorne, New York City
New York